

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between **THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, d/b/a KentuckianaWorks, 410 W. Chestnut Street, Suite 200, Louisville, Kentucky 40202** (hereinafter referred to as "KentuckianaWorks"), and **JANET HOOVER**, located at 1270 Duncan Road, Frankfort, KY 40601. ("**CONSULTANT**").

WITNESSETH:

WHEREAS, KentuckianaWorks is in need of certain professional services for communication projects;

WHEREAS, the Consultant has been determined by KentuckianaWorks to have the necessary experience, expertise and qualifications to provide those services;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of KentuckianaWorks, provide services under the terms of this Agreement. KentuckianaWorks may review the Consultant's work product from time to time for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services.

C. If from time to time Consultant needs to utilize the records or personnel of KentuckianaWorks in performing the services required in this Agreement, then

Consultant shall notify the proper agent of KentuckianaWorks and arrangements may be made to provide the necessary records or personnel. However, at no time shall KentuckianaWorks make available its resources without the full consent of both parties.

D. The services of Consultant shall include but not be limited to researching, writing and editing grants on behalf of KentuckianaWorks and partnering agencies; coordinating interviews with the media, customers, and partners of KentuckianaWorks; writing for the Web; writing and editing for other public relations and marketing projects as assigned to highlight our customers, and raise the awareness and usage of KentuckianaWorks programs. Consultant will coordinate production for the KentuckianaWorks video and photography shoot. This will include, but not limited to, scheduling and interviewing program clients and staff; writing the script; and coordinating the video and photo shoots with the contractors. Consultant will also work on other projects as assigned.

E. KentuckianaWorks shall be the owner of all work product or deliverables produced by Consultant in carrying out this agreement.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this agreement in an amount equal to **\$40.00** per hour. Total compensation payable to Consultant for services rendered pursuant to this agreement, including out-of-pocket expenses, shall not exceed the sum of **\$25,000.00**.

B. Unless otherwise agreed in writing by KentuckianaWorks, payment shall be made at the end of each project throughout the duration of this agreement. Payment

shall only be made pursuant to a detailed invoice that indicates a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described above.

C. Consultant shall only be reimbursed out-of-pocket expenses if such expenses are reasonable in amount and necessary to accomplish the scope of services of this contract. KentuckianaWorks will not reimburse first class airfare, personal phone calls, short term parking expenses, or other premium type expenses. KentuckianaWorks reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to third parties agrees to pro-rate its billings and out-of-pocket expenses to KentuckianaWorks which are of benefit to the third parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will KentuckianaWorks pay bills or expenses, which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract, which shall begin July 1, 2009, and shall continue through and including June 30, 2010.

B. This Agreement may be terminated without cause by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. In the event of termination without cause, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

C. This Agreement may be terminated for cause by submitting notice to the defaulting party of the default and a date by which the default is to be cured. If the default is not timely cured, then this Agreement shall terminate and the non-defaulting party may pursue its legal remedies.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Consultant to be an officer or official of KentuckianaWorks. By executing this agreement, the parties hereto certify that Consultant's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's fees and costs which are chargeable to KentuckianaWorks under this Agreement; and KentuckianaWorks shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include without limitation: (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and KentuckianaWorks, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or KentuckianaWorks or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited

by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require KentuckianaWorks to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish KentuckianaWorks with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to KentuckianaWorks as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party.

Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any

specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or

supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify KentuckianaWorks and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to the extent permitted by law to indemnify, defend and hold KentuckianaWorks and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision

cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XV. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

XVIII. NOTICES

All notices required under this contract shall be in writing and addressed to a party at the address listed above.

Such notices shall be given by personal delivery or by overnight delivery or by certified mail and shall be effective upon delivery or if mailed, one day after mailing by overnight carrier and three days after mailing if by certified mail, properly addressed and postage prepaid.

WITNESS the signatures of the parties to this Agreement.

APPROVED AS TO FORM:
MICHAEL J. O'CONNELL

by Ed Lowry
Edwin J. Lowry, Jr.
Assistant Jefferson County Attorney
Date: 6/11/09

KENTUCKIANA WORKS

By: Matt B. Ginter

Title: Executive Director

Date: 6/9/09

CONSULTANT

By: Janet Hoover

Title: _____

Taxpayer Identification No.

(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: Janet Hoover
2. Address: 1270 Duncan Road
3. City/ State & Zip: Frankfort, KY 40601
4. Contact Person Name & Telephone Number: Janet Hoover 502-695-3695
5. Revenue Commission Taxpayer ID#: Not Applicable
6. If registration is not required please explain:
7. Is account in good standing: Not Applicable Not in Jefferson County
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Workforce Investment Board, dba KentuckianaWorks
10. Contact Person Name & Telephone: Michael Dunbar 643-7452

Contract Information

11. Not to exceed amount: \$ 25,000
12. Are expenses reimbursed? Yes (Misc. Travel – Not to Exceed \$ 500)
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 7-1-09 through 6-30-2010
15. Coding: 2551 -505 -2031 -203630 -521301
16. Scope & Purpose of the contract: Hoover will work on communication projects with KentuckianaWorks as needed. The scope of work will include, but is not limited to, writing and editing; coordinating interviews with the media, customers, and partners of KentuckianaWorks; writing for the Web; and other public relations and marketing projects as assigned to highlight our customers, and raise the awareness and usage of KentuckianaWorks programs. Hoover will coordinate production for the KentuckianaWorks video and photography shoot. This will include, but not limited to, scheduling and interviewing program clients and staff, writing the script; and coordinating the video and photo shoots with the contractors. She will also work on other projects assigned.

Authorizations

82 County Attorney Review - Approved as to Form:

Department Director: [Signature] Date: 5/11/09

Signature certifies:

☐ Yes Funds are available

☐ Yes Contractor is registered and in good standing with the Revenue Commission

☐ Yes Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 5-18-09

Cabinet Secretary: N/A Date: _____

(If applicable)

WRITTEN FINDINGS

Janet HooverKentuckianaWorks2009-10

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Requesting Department Director

Date

Cabinet Secretary

(When required by cabinets policy)

Date

**Mayor

Date

****Signature is required only for Written Finding A**

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Janet W. Hoover	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1270 Duncan Road	
City, state, and ZIP code Frankfort Ky 40601	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Janet W. Hoover

Date ▶ **9-22-2008**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

RESOLUTION NO. _____, SERIES 2009

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT – (JANET HOOVER - \$25,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

KENTUCKIANAWORKS

\$25,000.00 for a noncompetitively negotiated renewal Professional Service Contract with Janet Hoover for professional services regarding communication projects for KentuckianaWorks from July 1, 2009 to June 30, 2010.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

David W. Tandy
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
Jefferson County Attorney

BY: _____